

**IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF TENNESSEE  
WESTERN DIVISION  
AT JACKSON**

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**Alpha Price,**

**Plaintiff,**

**vs.**

**No.:**

**Aetna Life Insurance Company,**

**Defendant.**

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**COMPLAINT**

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**COMES NOW** your plaintiff, Alpha Price, by and through counsel, and sues the defendant, Aetna Life Insurance Company, and for cause states and shows to this Honorable Court as follows:

1. The plaintiff, Alpha Price, is a resident of Somerville, Fayette County, Tennessee;
2. That at all times herein mentioned, Aetna Life Insurance Company is a Connecticut Corporation with a principal place of business in the State of Connecticut. The defendant is authorized to do and doing insurance business in the State of Tennessee. The defendant's Agent for Service Process is the Tennessee Commissioner of Insurance;
3. This Court has jurisdiction pursuant to 28 USC § 1332(a). There is diversity of citizenship between the parties and the amount in controversy exceeds \$100,000.00. Therefore diversity exists in this cause of action. Moreover, this is Court has jurisdiction by virtue of the ERISA statutes;

4. This is a civil action to recover short-term and long-term disability benefits pursuant to Section 502 of the Employee Retirement Income Security Act 1974 (herein ERISA);

5. The plaintiff by virtue of his employment with United Parcel Post was provided a short-term and long-term disability policy. The group number is 08634204 and the claim number is 11638730;

6. In 2015, the plaintiff submitted a claim for short-term disability benefits and long term disability benefits that were denied;

7. The plaintiff has been "**DISABLED**" and eligible for disability benefits due to all of his medical problems.

8. The plaintiff has appealed all denials and has now exhausted administrative remedies. On February 14, 2016, the final level of appeal was rendered affirming the denial of his disability benefits. A letter was received by plaintiff's counsel from Aetna stating "Mr. Price has exhausted all of his appeal rights with Aetna."

12. The plaintiff's condition rendered him "**DISABLED**" as defined under "**DEFINITION OF DISABILITY**" under the group policy which is the subject of this litigation;

13. The defendant has failed to pay benefits for said policy and plans of benefits current amounting to 66 and 2/3 of the plaintiff's gross income for each month he is unable to engage in substantial gainful activity;

14. There will be additional benefits accruing after filing of this lawsuit as the plaintiff remains disabled;

15. The defendant's denial of disability benefits is arbitrary and capricious as defined by the Sixth Circuit case law governing ERISA claims.

**WHEREFORE**, the plaintiff prays for judgment against the defendant for all approved benefits, for any months he is disabled under the policy, for prejudgment and post-judgment interest, for future benefits, for attorney fees, discretionary costs and any other relief the Court deems just and proper under the circumstances.

Respectfully submitted,

/s/John E. Dunlap

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